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**lice Officer to Take Hat from Defendant's Parents' Home Proper.**—In prosecution for robbery, refusal to instruct that police officer had no right to take a hat, and use it against defendant, from the home of his parents, held proper, since it related to a matter not affecting the defendant's guilt or innocence.

[Ed. Note.—For other cases, see 12 Va.-W. Va. Enc. Dig. 337.]

**6. Robbery (§ 23 (3)\*)—Defendant's Possession of Bill Similar to One Taken from Prosecuting Witness May Be Considered.**—In prosecuting for robbery, where prosecuting witness testified that a \$10 bill, taken from him, had "a binder and four horses on it" the fact that defendant had a similarly marked \$10 bill on him at the time of the arrest was a circumstance to be considered by the jury, together with the other facts in the case, notwithstanding the existence of numerous other similarly marked bills in circulation.

[Ed. Note.—For other cases, see 11 Va.-W. Va. Enc. Dig. 954.]

**7. Criminal Law (§ 359\*)—In Prosecution of Negro, Testimony that Another Negro Had Been Convicted of a Felony Held Inadmissible.**—In a prosecution of a negro for robbery in which defendant denied having committed the crime, where there was testimony that another negro of about the same size as the defendant was in the town in which the robbery was committed at the time of the crime, and that he left under suspicious circumstances, testimony offered by defendant that such other negro had been convicted of a felony held inadmissible.

[Ed. Note.—For other cases, see 5 Va.-W. Va. Enc. Dig. 308.]

**8. Criminal Law (§ 1160\*)—Approved Verdict on Conflicting Testimony Not Disturbed.**—The verdict on conflicting evidence which the trial court refused to set aside will not be disturbed; the credibility of the witnesses and the weight of the testimony being for the jury.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 312.]

Error to Circuit Court, Prince William County.

Winnie Harris was convicted of robbery, and he brings error. Affirmed.

*R. A. Hutchison*, of Manassas, for plaintiff in error.

*The Attorney General and Jno. R. Saunders*, of Richmond, for the commonwealth.

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MANSS-OWENS CO. *v.* H. S. OWENS & Son.

Jan. 20, 1921.

[105 S. E. 543.]

**1. Contracts (§ 32\*)—Contemplation of Formal Contract Does Not Disprove Agreement by Correspondence.**—The fact that a written

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\*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

contract was contemplated by the parties does not disprove a binding agreement, if the correspondence shows a meeting of the minds as to all the terms of the contract and an intention of the parties to be presently bound, and there was no stipulation that they should be bound only by the formal contract.

[Ed. Note.—For other cases, see 3 Va.-W. Va. Enc. Dig. 330.]

**2. Contracts (§ 9 (1)\*)—Need Not Have Same Certainty to Authorize Specific Performance.**—Where a party seeks specific performance of a contract, the terms of the contract must be certain in all particulars essential to its enforcement; but, if the relief sought is recovery of damages, it may be sufficient if there is certainty only as to the general scope and stipulations of the contract.

[Ed. Note.—For other cases, see 12 Va.-W. Va. Enc. Dig. 491.]

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 173.]

**3. Contracts (§ 9 (1)\*)—Subsequent Disagreement as to Meaning of Terms Does Not Disprove Contract.**—The fact that it subsequently appeared that the parties differed as to the meaning of a provision contained in the offer, which was accepted by the other party, does not show that there was no meeting of the minds on the contract; but the construction of that provision is a question for the court.

[Ed. Note.—For other cases, see 3 Va.-W. Va. Enc. Dig. 334.]

**4. Principal and Agent (§ 11\*)—Correspondence Held to Establish Completed Contract for Sales on Commission.**—Where one party submitted a definite offer for a contract to sell goods for the other on commission, with a stipulated weekly guaranty, a letter by the other party agreeing to furnish the samples for the services and promising to send a contract for signature, without any reservation concerning the weekly guaranty requested, was an acceptance of the offer which makes the contract binding.

[Ed. Note.—For other cases, see 3 Va.-W. Va. Enc. Dig. 325.]

**5. Damages (§ 23\*)—Measure of Damages for Breach of Contract Stated.**—In an action for breach of contract, the damages recoverable are such as may fairly and reasonably be considered as arising naturally from the breach, or may be supposed to have been contemplated by both parties at the time they made the contract, as the probable result of the breach.

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 183.]

**6. Damages (§ 40 (2)\*)—Provable with Reasonable Certainty Can Be Recovered.**—While speculative and conjectural profits cannot be recovered in an action for breach of contract, all damages which are the direct result of the breach and which can be proved with reasonable certainty, though not with exactness, may be recovered.

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 173.]

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\*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

**7. Damages (§ 18\*)—Remote Damages from Breach of Contract Not Recoverable.**—Damages which are so remote as not to be directly traceable to the breach of contract or attributable to some other intervening cause cannot be recovered.

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 173.]

**8. Damages (§ 6\*)—Uncertainty as to Amount of Damages Does Not Bar All Recovery.**—When it is certain that substantial damages have been caused by breach of contract, though the true amount of such damages is uncertain, the person injured is not to be thereby deprived of all remedy, but can prove the nature of his contract, the circumstances surrounding and following its breach, and the consequences naturally and directly traceable thereto, and the jury can then, under proper instructions, determine the compensation to be awarded, which should be the value of the contract.

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 183.]

**9. Principal and Agent (§ 41\*)—Evidence Held to Sustain Verdict for Loss of Profits by Salesman on Commission.**—In an action for breach of contract for sale by plaintiff of defendant's shoes on commission, evidence that the preceding year plaintiff had a similar contract with another manufacturer on which his commissions were \$3,000 held sufficient to sustain a verdict allowing \$2,600 for loss of probable profits from the contract with defendant.

[Ed. Note.—For other cases, see 5 Va.-W. Va. Enc. Dig. 302.]

Error to Circuit Court of City of Newport News.

Action by H. S. Owens & Son, a copartnership, against the Manss-Owens Company, a corporation. Judgment for plaintiff, and defendant brings error. Affirmed.

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HALL *v.* COMMONWEALTH.

Jan. 20, 1921.

[105 S. E. 551.]

**1. Municipal Corporations (§ 703 (4)\*)—Federal Employee Driving Government Mail Truck Amendable to State Speed Law on a Street.**—Acts 1916, c. 522, §§ 1, 8, and section 14, as amended by Acts 1918, c. 232, relating to speed of automobiles operated on public highways, is a valid exercise of the police power of the state, and does not conflict with Rev. St. U. S. §§ 161, 396, 3841, 3962, 3964, 3965 (U. S. Comp. St. §§ 235, 582, 7201, 7450, 7456, 7458), and Act March 1, 1884 (U. S. Comp. St. § 7457), relating to the duty of the Postmaster General as to post routes and fixing time schedules, and must be obeyed by postal employees transporting mail, particularly where a schedule

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